

RE TRANSFER
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DEED OF SALE BY PERSONAL REPRESENTATIVES

KNOW ALL MEN BY THESE PRESENTS

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PAID

009461

That Kathleen H. Murphy of Boston, County of Suffolk and State of Massachusetts, duly appointed and acting Personal Representative of the Estate of Leonie Doyle, deceased (testate), as shown by the probate records of the County of Kennebec, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale or having obtained a written waiver of such notice from each such person, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to Timothy J. Richardson of Waterville, County of Kennebec and State of Maine, whose mailing address is 5 Glen Avenue, Waterville, Maine, 04901, the real property in Waterville, County of Kennebec and State of Maine, described as follows:

A CERTAIN LOT or parcel of land with the buildings thereon situated on Maura Court in Waterville, County of Kennebec and State of Maine, and being lot numbered fifty-eight (58) on plan entitled "Mount Merici Heights, Waterville, Maine", dated November 15, 1942, and recorded in the Kennebec Registry of Deeds in Plan Book 14, Pages 15 and 16, as amended by revised plan of Portion of Mount Merici Heights, dated November 3, 1953 by R.G. Knowlton, C.E., recorded in said Registry, to which plan reference is hereby made for further description, location, and dimensions of the lot hereby conveyed.

SUBJECT, however, to the following restrictions numbered from I to IX inclusive which will be binding upon the said grantee and all persons claiming or holding under or through said grantee, for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

SECTION II. That no house for more than two families, either duplex or two-tenement, shall be built upon said land and that no dwelling house costing less than seven thousand dollars (\$7,000.00) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet;

SECTION III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon;

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon;

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 58, 59, 60, 52, to 55, both inclusive, 48 to 51, both inclusive, and 43 to 45, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantee herein named, or any person holding or claiming by, under or through the aforesaid grantee, the right to expressly reserved to the grantor and its assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

BEING all and the same premises acquired by George J. Doyle and Leonie Doyle as joint tenants by Warranty Deed from Harold A. Labbe dated November 1, 1956 and recorded in the Kennebec County Registry of Deeds in Book 1064, Page 215. George J. Doyle died on May 14, 1989.

IN WITNESS WHEREOF, the said Kathleen H. Murphy, Personal Representative of the Estate of Leonie Doyle, has set her hand and seal on this day of May, 1990.

Signed Sealed and Delivered
in the Presence of:

ESTATE OF LEONIE DOYLE

Deborah J. Barnett
Witness

By: Kathleen H. Murphy
Kathleen H. Murphy
Personal Representative

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF SUFFOLK, ss.

May , 1990

Then personally appeared the above named Kathleen H. Murphy in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Susan J. Gillerwater
Notary Public

Print Name: Susan J. Gillerwater
Commission Expires: 8-24-95



RECEIVED KENNEBEC SS.

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